



# CERTIFICATE OF INSURANCE

This is to Certify to: San Francisco Bay Area Rapid Transit District (BART) Insured: \_\_\_\_\_  
Insurance Department \_\_\_\_\_  
300 Lakeside Drive, LKS-22 \_\_\_\_\_  
Oakland, CA 94612 \_\_\_\_\_

The following described policy(ies) has been issued to the Insured stated above. BART's Agreement No.: \_\_\_\_\_

Description and Location of Project: \_\_\_\_\_

## A. COMMERCIAL GENERAL LIABILITY

Required: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_ Occurrence Form \_\_\_\_\_ Claims Made

\_\_\_\_\_ Retroactive Date (if applicable)

\$ \_\_\_\_\_ Each Occurrence Limit

\$ \_\_\_\_\_ General Aggregate Limit

Insurance Co: \_\_\_\_\_

Policy Number \_\_\_\_\_

AM Best Rating: \_\_\_\_\_

Policy Term: \_\_\_\_\_ to \_\_\_\_\_

The Commercial General Liability Policy includes the following coverage/endorsements:

1. Personal injury, bodily injury, and property damage liability coverages;
2. Products and completed operations coverage as well as premises/operations;
3. Explosion, collapse and underground hazards coverage (construction contracts)
4. Cross Liability and Severability of Interests;
5. Broad form property damage;
6. Independent contractors coverage;
7. Blanket contractual liability coverage;
8. Inclusion of San Francisco Bay Area Rapid Transit District, and any other entity as required by Agreement and their respective directors, officers, trustees, representatives, agents and employees as additional insureds as respects work or operations performed in connection with this Agreement.
9. Stipulation that this insurance is primary and that no other insurance or self-insurance of the District will be called upon to contribute to a loss.
10. For construction or excavation within 50 feet, vertically or horizontally, of the BART trackway, the General Liability coverage must affirmatively delete any exclusion denying coverage for any claim occurring within the 50 foot trackway envelope. If the exclusion remains in the General Liability coverage, a Railroad Protective Policy is required [See Section J. Railroad Protective Insurance for recording policy information in lieu of coverage under GL].

## B. AUTOMOBILE LIABILITY

Required: Yes \_\_\_\_\_ No \_\_\_\_\_

\$ \_\_\_\_\_ Each Occurrence Limit

Insurance Co: \_\_\_\_\_

Policy Number \_\_\_\_\_

AM Best Rating: \_\_\_\_\_

Policy Term: \_\_\_\_\_ to \_\_\_\_\_

This Automobile Liability Policy includes the following coverage/endorsements:

1. Bodily injury and property damage liability coverages;
2. Coverage for all owned, non-owned and hired automobiles of the named insured;

## C. EXCESS/UMBRELLA LIABILITY INSURANCE

Required: Yes \_\_\_\_\_ No \_\_\_\_\_

\$ \_\_\_\_\_ Each Occurrence Limit

\$ \_\_\_\_\_ Annual Aggregate Limit

Insurance Co: \_\_\_\_\_

Policy Number: \_\_\_\_\_

AM Best Rating: \_\_\_\_\_

Policy Term: \_\_\_\_\_ to \_\_\_\_\_

## D. WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Required: Yes \_\_\_\_\_ No \_\_\_\_\_

\$ \_\_\_\_\_ Per Accident/Disease (Empl. Liability)

\$ \_\_\_\_\_ Statutory Limits (Worker's Compensation)

Insurance Co: \_\_\_\_\_

Policy Number \_\_\_\_\_

AM Best Rating: \_\_\_\_\_

Policy Term: \_\_\_\_\_ to \_\_\_\_\_

1. The policy shall include broad form all states/other states coverage.
2. Coverage will be endorsed to include the insurer's waiver of subrogation in favor of the San Francisco Bay Area Rapid Transit District, and any other entity as required by contract, and their respective directors, officers, trustees, representatives, agents and employees.

## E. HAZMAT TRANSPORT/AUTO LIABILITY POLLUTION

Required: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_ Occurrence Form \_\_\_\_\_ Claims Made

\$ \_\_\_\_\_ Each Occurrence Limit

Insurance Co: \_\_\_\_\_

Policy Number \_\_\_\_\_

AM Best Rating: \_\_\_\_\_

Policy Term: \_\_\_\_\_ to \_\_\_\_\_

This Automobile Liability Policy includes the following coverages/endorsements:

1. Bodily injury and property damage liability coverages;
2. Coverage for all owned, non-owned and hired automobiles of the named insured.
3. The accidental release of hazardous waste defined in California Health and Safety Code (H&S) Section 25117 and listed in California Administrative Code Title 22 Society Security, Division 4.5, Environmental Health Section 66261 and consequential containment, clean-up, disposal and penalties associated therewith.
4. Pollution Liability which includes "covered pollution costs or expenses", which mean any cost or expense arising out of:
  - (a) Any request, demand or order;
  - (b) Any claim or suit by or behalf of a governmental authority demanding that the insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

## F. POLLUTION LEGAL LIABILITY INSURANCE

Required: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_ Occurrence Form \_\_\_\_\_ Claims Made

\_\_\_\_\_ Retroactive Date (if applicable)

\$ \_\_\_\_\_ Each Occurrence Limit

Retro Exclusion Date: \_\_\_\_\_

Extended Reporting: \_\_\_\_\_

Insurance Co: \_\_\_\_\_

Policy Number: \_\_\_\_\_

AM Best Rating: \_\_\_\_\_

Policy Term: \_\_\_\_\_ to \_\_\_\_\_

Policy shall cover accidental release of hazardous waste defined in California Health and Safety Code (H&S) Section 25117 and listed in California Administrative Code Title 22 Society Security, Division 4.5, Environmental Health Section 66261 and consequential containment, clean-up, disposal and penalties associated therewith.



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Oakland, CA 94612 \_\_\_\_\_

The following described policy(ies) has been issued to the Insured stated above. BART's Agreement No.: \_\_\_\_\_

## Description and Location of Project: \_\_\_\_\_

### G. PROPERTY DAMAGE

Required: Yes \_\_\_\_\_ No \_\_\_\_\_

\$ \_\_\_\_\_ Each Occurrence Limit

\$ \_\_\_\_\_ Annual Aggregate Limit

Insurance Co: \_\_\_\_\_

Policy Number: \_\_\_\_\_

AM Best Rating: \_\_\_\_\_

Policy Term: \_\_\_\_\_ to \_\_\_\_\_

Property Damage Insurance to cover all forms of physical loss or damage to District property while in transit from or to District facilities, or otherwise in the care, custody and control of Contractor. The form of coverage shall be replacement cost.

### H. BUILDERS RISK/INSTALLATION FLOATER

Required: Yes \_\_\_\_\_ No \_\_\_\_\_

\$ \_\_\_\_\_ Each Occurrence Limit

\$ \_\_\_\_\_ Annual Aggregate Limit

Insurance Co: \_\_\_\_\_

Policy Number: \_\_\_\_\_

AM Best Rating: \_\_\_\_\_

Policy Term: \_\_\_\_\_ to \_\_\_\_\_

Builders' Risk Insurance provided on an "All-Risk" basis excluding Earthquake for the full replacement cost of materials, supplies, all property to be incorporated into the finished work, and completed work in an amount not less than the full completed value of the covered structure or the replacement value of alterations or additions. BART shall be named as a loss payee and losses will be payable to both Contractor and BART, as their interests may appear.

### I. PROFESSIONAL LIABILITY/ERRORS & OMISSION INSURANCE

Required: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_ Occurrence Form \_\_\_\_\_ Claims Made

\_\_\_\_\_ Retroactive Date (if applicable)

\$ \_\_\_\_\_ Each Occurrence Limit

\$ \_\_\_\_\_ Annual Aggregate Limit

Retro Exclusion Date: \_\_\_\_\_

Extended Reporting: \_\_\_\_\_

Insurance Co: \_\_\_\_\_

Policy Number: \_\_\_\_\_

AM Best Rating: \_\_\_\_\_

Policy Term: \_\_\_\_\_ to \_\_\_\_\_

### J. RAILROAD PROTECTIVE COVERAGE

Required: Yes \_\_\_\_\_ No \_\_\_\_\_

\$ \_\_\_\_\_ Each Occurrence Limit

\$ \_\_\_\_\_ Annual Aggregate Limit

Insurance Co: \_\_\_\_\_

Policy Number: \_\_\_\_\_

AM Best Rating: \_\_\_\_\_

Policy Term: \_\_\_\_\_ to \_\_\_\_\_

For bodily injury (including death), property damage and physical damage to railroad property applicable to all operations of Grantee and its contractors or subcontractors within 50 feet vertically or horizontally of BART's trackway. The named insured shall be the San Francisco Bay Area Rapid Transit District. Prior to commencing work or entering onto BART property, Grantee shall file the original copy of the policy with the BART Insurance Dept. Policy is to be kept in effect until the entire project is completed.

No policy will be cancelled, non-renewed, or materially changed without providing thirty (30) days prior written notice to the District at the above address. The Contractor shall annually submit to the District's Insurance Department, or its authorized agent, certifications confirming that the insurance required has been renewed and continues in place.

It is hereby certified that the above policy(ies) provide liability insurance as required by the Agreement dated \_\_\_\_\_ between BART and the insured designated above.

This certificate is a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all terms, exclusions and conditions of such policies.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Authorized Representative

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_